SIEMENS energy

Conditions of Purchase Swiss Law

Dated: September 24, 2024

1. Order and Confirmation of Order

1.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if the Customer accepts such in writing. In particular, the Customer is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if the Customer agrees explicitly to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.

1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmations and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Rights of Use

2.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:

2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;

2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");

2.1.3 to sublicense the right of use under section 2.1.2 above to any company, partnership or other legal entity which directly or indirectly controls, is controlled by or is under common control with the Customer (hereinafter referred to as "Affiliates") to contracted third parties, to distributors and to end customers;

2.1.4 to license to Affiliates and distributors the right to sublicense the right of use under section 2.1.2 above to end customers;

2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;

2.1.6 to distribute, sell, hire out, lease and make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

2.1.7 to sublicense the right of use under section 2.1.6 above to Affiliates contracted third parties and distributors.

2.2 In addition to the rights granted in section 2.1 above, the Customer, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.

2.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software, containing the same contractual provisions as used by the Customer to protect its own intellectual property rights.

2.4 The Supplier shall, in good time but at the latest by the time of order confirmation, inform the Customer in writing whether the deliveries and services contain Open Source Components. In the context of this provision, "Open Source Components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the deliveries and services by the Supplier contain Open Source Components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to the Customer and provide all information which Customer needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:

- A schedule of all Open Source Components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents.
- The complete source code of the relevant open source software, including scripts and information regarding its generating environment in so far as the applicable open source conditions require this.

2.5 The Supplier shall, in good time but at the latest by the time of order confirmation, inform the Customer in writing whether any open source licenses used by Supplier might be subject to a Copyleft Effect, which could affect the products of the Customer. In the context of this provision, “Copyleft Effect” means that the provision of the open source license requires that certain of the Supplier’s products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by Supplier would be subject to a Copyleft Effect, the Customer shall be entitled to cancel the order within two weeks of receipt of such information without any cost and liability consequences for the Customer.

2.6 Should the order involve production with special requirements in terms of a work contract according to Article 363 et seq Swiss Code of Obligations, the Customer shall in case of a design or development order have the unlimited right to the intellectual property and the exclusive use of all related design and development results. The designs and developments shall not be made available to any third party in whole or in part without the express written approval of the Customer, nor shall such be used for any own or other purpose.

3. Term and Penalty for Breach

3.1 For the purposes of establishing the timeliness of delivery the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer, and for deliveries involving installation, erection, commissioning or assembly as well as for services (including rectification) the relevant point in time shall be the date of acceptance by the Customer.

3.2 If any delay in delivery or performance or rectification is anticipated, the Customer shall be notified immediately, and its decision sought. In order to conform with delivery or performance deadlines the Supplier shall in good time undertake all suitable measures (e.g., shift work, overtime, any necessary expedited transport) in order to avoid any delay. The costs for such measures shall be borne by the Supplier.

3.3 In the event of non-compliance with the agreed delivery or performance deadlines, the Customer may, without setting any further deadline, waive the right to performance and rescind the contract without any cost and liability consequences for the Customer. The Customer reserves the right to claim damages as permitted by law.

3.4 If the agreed deadlines are exceeded, the Customer may demand a penalty to the amount of 0.3 % for each commenced day of delay, but not exceeding 10 % of the total contract amount. The payment of a penalty by the Supplier shall not affect any other contractual or legal rights based on late delivery or performance and shall not release the Supplier from any of its contractual or legal obligations arising from the order.

3.5 In case of postponed or subsequently agreed delivery or performance deadlines the agreed penalty shall apply accordingly.

3.6 The penalty is due irrespective of whether or not the Customer expressly reserves the right to claim the delay penalty upon acceptance of the delayed delivery.

4. Deliveries and Services of the Supplier

4.1 Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or (b) the seat of the Supplier and the named place of destination are within the European Union. If neither (a) nor (b) are fulfilled, the DAP (named place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.

4.2 The Supplier warrants that deliveries and services will be in accordance with the contract and in perfect condition, free of any defect of title or deficiency, produced with raw materials free of any defect and fully functional without limitation and fit for the intended purpose. This shall include in particular compliance with official and legal provisions and safety regulations of the countries of production, destination as well as the country of the Customer. The Supplier guarantees that deliveries and services at the time of transfer of risk are in accordance with the current state of the art. The Customer may return any defective goods to the Supplier at the Supplier's cost and demand replacement in accordance with the order.

4.3 Any services of the Supplier shall be provided with the greatest care with the use of qualified and trained personnel.

4.4 Deliveries and services of the Supplier and sub-suppliers shall be subject to the Customer's quality assurance system in accordance with ISO9001. The Customer's suppliers and sub-suppliers shall be assessed accordingly.

5. Transfer of Benefit and Risk

5.1 For deliveries involving installation, erection, commissioning or assembly as well as services risk shall transfer to the Customer on acceptance and for deliveries not involving services risk shall transfer to the Customer upon receipt by the Customer at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer.

5.2 For deliveries involving installation, erection, commissioning or assembly as well as services benefit of the goods and services shall transfer to the Customer as soon as provided and for deliveries not involving services, benefit of the goods shall transfer to the Customer upon receipt by the Customer at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer.

6. Packing and Dispatch

6.1 Unless otherwise agreed, the costs for adequate packaging shall be borne by the Supplier. The packing shall be environmentally friendly and shall ensure protection against any damage, soiling and moisture during transport and storage.

6.2 In case transportation costs are borne by the Customer, notice of readiness for dispatch shall be given together with the information set out in section 6.3 hereunder. On Customer's request, a Siemens Energy routing order tool must be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery or the conclusion of the contract for carriage by the Customer. Any supplementary costs arising from non-conformity with the transport requirements, including any costs arising from the Supplier not having used the Siemens Energy routing order, shall be borne by the Supplier. In case DAP/DDP (place of destination) Incoterms ® 2020 is agreed, the Customer may also determine the method of transportation.

6.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.

6.4 As far as the Customer and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of the Customer, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by the Customer when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labelling etc. in compliance with the regulation to the mode(s) of transport used.

6.5 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

7. Payment, Invoices

7.1 Unless otherwise agreed, payments are to be made
within 14 days and a deduction of 3% discount, or
within 30 days and a deduction of 2% discount, or
within 90 days net.

7.2 The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

7.3 The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Is the Supplier required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service. A discount shall also be allowed for should the Customer set off or withhold any payments to a reasonable extent because of any deficiency in the delivery or service; the period for payment shall commence after the complete rectification of any deficiency.

7.4 Payment does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the contract (in particular in relation to quantity or quality). Any rights of the Customer to claim shall therefore remain unaffected also after payment for the deliveries or services.

7.5 Default in payment by the Customer shall require a demand notice subsequent to the amount being due.

8. Inspections

8.1 The Supplier shall inspect the delivery for quantity and quality before dispatch.

8.2 The delivery shall be inspected by the Customer as soon as possible after receipt at the named place of destination on the basis of random samples in relation to the type of delivery as well as quantity and any externally-recognizable transportation damage or other obvious deficiencies.

8.3 The obligation of immediate examination and notification according to Article 201 or Article 367 of the Swiss Code of Obligations shall be waived. The Supplier recognizes order notifications of defects without adherence to a notification period as obtained in time.

9. Warranty

9.1 All claims in relation to rescission, price reduction, rectification or replacement and damages according to Article 205 et seq or 368 Swiss Code of Obligations shall be reserved. A right to claim rectification shall also exist in case of any purchase agreements. Rectification or replacement shall be carried out by the Supplier at the choice of the Customer. The Supplier shall be liable for any and all costs, expenses and damages resulting directly to the Customer by way of deficient deliveries or services regardless of fault. This shall also apply in case of work contracts.

9.2 Until proved to the contrary, during the entire warranty period it shall be assumed that any deficiency existed at the time of the transfer of risk.

9.3 The Customer reserves the right to retain any payment in whole or in part until, (i) the Supplier has completely fulfilled its duty to rectify the deficiency or the replacement delivery in accordance with the contract, or (ii) the parties have agreed on other alternative measures, such as but not limited to rescission, price reduction or damages in a binding manner.

9.4 From the time of notification of a deficiency the Supplier shall bear the risk for deficient deliveries. The Supplier shall, additionally – independently of the issue of fault – bear the costs incurred to remove, disassemble, return, reassemble, re-install, re-construct, re-inspect and retest of deficient deliveries as well as all other costs (including internal costs), expenses and damage of the Customer in connection with the complaint and rectification of the deficiency.

9.5 Should the Supplier fail to rectify (i.e. repair or replacement) within a reasonable time set by the Customer, the Customer is entitled, at the expense of the Supplier, to undertake any rectification or replacement itself or arrange for a third party to do so. Any deficiency in deliveries or services detected at the time of acceptance, inspection or commissioning may be

rectified by the Customer itself or it may arrange for such to be rectified by third parties immediately at the expense of the Supplier without the need to set a further deadline if the Supplier delivered or provided such in delay. The same shall apply if the Customer has a particular interest in immediate rectification or replacement delivery in case of urgency or in order to avoid delay itself.

9.6 The warranty period shall be three years, unless a longer warranty period is given by law.

9.7 For deliveries not involving installation, erection, commissioning, assembly the warranty period begins to run with receipt at the place of destination named by the Customer. For deliveries involving installation, erection, commissioning or assembly as well as for services the warranty period begins to run with acceptance by the Customer. Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins by acceptance by the end customer, in no case later than one year after the transfer of risk.

9.8 In case the Supplier has redelivered or rectified in terms of the warranty, the warranty period shall start anew. The warranty period shall extend for the period during which the deliveries cannot be used to the full extent as a result of deficiencies.

9.9 Warranty claims shall expire one year after expiry of the warranty period set out in this section.

9.10 Any further or additional legal claims are reserved.

9.11 Inspections, directions or instructions by the Customer or by any person acting on behalf of the Customer shall not limit the right to claim under the contract, in particular with regard to deficiencies. In case the Supplier does not regard the inspections, directions or instructions as being reasonable or has other reservations against such, the Supplier shall notify the Customer of such without delay in writing and make suggestions for improvement.

10. Liability for Intellectual Property Right Infringements

10.1 The Supplier guarantees that no intellectual property rights, including but not limited to copyright, constitute a hindrance for any use.

10.2 In the event that any third party makes any claims against the Customer or an end customer of the Customer in relation to intellectual property rights, the Customer shall inform the Supplier of such. The Supplier shall indemnify the Customer against all costs (in particular including lawyers and court costs) and justified claims of third parties in connection with intellectual property rights.

10.3 In addition, the Customer may demand that the Supplier at its own expense and without delay either (i) obtains a right of use from the party in control of the intellectual property right or, (ii) changes those parts of delivery infringing the intellectual property rights or exchanges such for parts which do not infringe the intellectual property rights.

10.4 The right of the Customer to enforce any further legal claims shall not be affected hereby.

10.5 Any claims for defects as to title shall expire in ten years or the longer period given by law.

11. Subcontracting to Third Parties

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel in whole or in part and claim damages. Upon demand the Supplier shall make available to the Customer a list of the subcontractors used in connection with its deliveries and services.

12. Provided Material, Information

12.1 The Supplier is obliged to examine components such as, e.g. raw material provided by the Customer or provided by the Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in case the components are provided by the Customer – inform the Customer.

12.2 Material and information provided by the Customer remains the property of the Customer and are to be stored, labelled as property of the Customer and administered separately at no expense to the Customer. Its use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction in value or loss. This also applies to the transfer of allocated material.

12.3 Any processing or transformation of the material and information shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and the Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost to the Customer and in so doing shall exercise the duty of care of a merchant.

13. Tools, Patterns, Samples, Confidentiality

13.1 Any tools, patterns, samples, models, profiles, drawings, specification, printing templates, gauges and other material provided by the Customer or made for the Customer, as well as any materials derived there from, shall remain the property of the Customer and shall not be made available to any third party nor used for any other purpose than contractually agreed, except with the prior written consent of Customer. Such materials shall be protected against unauthorized access or use and shall be labeled as the property of the Customer. Notwithstanding any other rights, the Customer may demand the immediate return of such materials if the Supplier breaches its contractual obligations.

13.2 The Customer is not responsible for the content of any information, data, drawings, specifications and materials which it makes available to the Supplier in connection with the order. The Supplier shall have a responsibility to check that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, the Supplier shall inform the Customer of such without delay in writing and shall seek clarification as to how to proceed. Any incorrectness shall not affect the responsibility of the Supplier in relation to its scope of deliveries and services.

13.3 The Supplier shall treat as confidential and shall not make available to third parties any data, drawings, specifications, materials, knowledge or findings, documents, terms of reference, business processes or other information that it receives from or about the Customer in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties – and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or the Customer has not consented in writing to its transfer in the individual case. The Supplier shall use this information exclusively for the purpose of performing the deliveries and services. The Supplier shall make Information available only to those employees who need the Information for the fulfilment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Insofar as the Customer agrees to any subcontracting to third parties, such shall be made subject to a corresponding duty in writing.

14. Product Liability

14.1 If the Customer is made subject to any claims by third parties based on domestic or foreign product liability law in connection with deliveries by the Supplier, the Customer shall notify the Supplier of such. The Supplier shall indemnify the Customer against all justified claims of third parties as well as the costs (including in particular lawyers and court costs), provided such are caused by a deficiency in the deliveries from the Supplier. The Supplier shall support Customer in the dispute with the injured.

14.2 In addition, the Supplier shall reimburse the Customer for all costs caused thereby as a result of measures the Customer must take in order to prevent any risk, such as but not limited to warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as internal administration and processing costs of the Customer shall be borne by the Supplier unless the Supplier does not itself provide the proof of cause.

15. Assignment of Claims, Set-off

Any assignment of claims existing in relation to the Customer as well as any set-off of counterclaims is only allowed with the prior written approval of the Customer.

16. Right to Terminate and Cancel

16.1 In addition to any rights provided by law to withdraw from or cancel a contract, the Customer may cancel the contract in whole or in part in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding demand notice by Customer – persists for more than 2 weeks after receipt of such demand notice, or in case (b) that the adherence to the contract by the Customer cannot reasonably be expected from the Customer because of a reason attributable to the Supplier and taking into consideration the circumstances in the individual case as well both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfilment of the Supplier's obligations under the contract.

16.2 The Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

16.3 In case of a termination by the Customer the Customer may continue to utilize existing facilities, deliveries and services already performed by the Supplier in exchange for reasonable payment.

17. Code of Conduct for Suppliers, Security in the Supply Chain

17.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier shall be responsible for the health and safety of its employees and shall fulfil the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by the Customer and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.

17.2 The Supplier shall provide necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the deliveries and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those deliveries and services and shall obligate any of its suppliers to take equivalent security measures.

17.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of these obligations by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.

18. Product Conformity, Product Related Environmental Protection, Dangerous Goods, Occupational Health and Safety

18.1 Should the Supplier deliver products to which product related statutory and legal requirements apply in view of their further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier shall ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to the Customer upon request.

18.2 Should the delivery contain goods set out in the so-called "List of Declarable Substances", (www.bomcheck.net/suppliers/restricted-and-declarable-substances) applicable at the time of the order or which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMCheck (www.bomcheck.net) no later than the date of first delivery. With respect to statutorily imposed substance restrictions the foregoing shall only apply with respect to laws applicable at the registered seat of the Supplier or the Customer or at the designated place of destination requested by the Customer.

18.3 Should the delivery contain goods which are classified as dangerous goods according to international regulations, the Supplier shall inform Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in sections 6.4 and 6.5 shall remain unaffected.

18.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect sub-contractors employed to perform the deliveries and services are protected.

18.5 The Supplier shall provide all necessary data and information in accordance with the EU Carbon Border Adjustment Mechanism (CBAM) statutory regulations in a timely manner upon request of Customer in order to meet the Customer´s external obligations. CBAM latest developments as well as guidance can be accessed on the official Carbon Border Adjustment Mechanism Website; currently available under the following link: Carbon Border Adjustment Mechanism (europa.eu).

19. Cybersecurity

19.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

19.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

19.3 Should products or services contain software, firmware, or chipsets:

19.3.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

19.3.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services.

19.3.3 Supplier shall provide to Customer a bill of materials identifying all third-party software components contained in the

products. Third-party software shall be up-to-date at the time of delivery to Customer.

19.3.4 Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time and shall adequately support Customer.

19.3.5 Supplier shall provide Customer a contact for all information security related issues (available during business hours).

19.4 Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected, and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.

19.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 19.

19.6 Upon Customer's request, Supplier shall provide written evidence of its compliance with this section 19 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

20. Export Control and Foreign Trade Data Regulations

20.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). In particular, the Supplier represents and warrants that none of its products nor its services provided under the contract contain products and/or services restricted for import under the Foreign Trade Regulations applicable to the Customer, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection. The Supplier shall advise the Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by the Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the product has been performed (e.g. EU Combined Nomenclature, TARIC, US HTS); and
- the country of origin (non-preferential origin) as well as the region of origin, if applicable for the respective country of origin; proof of origin (e.g. Packing-List, Delivery Note, BOL, GAI); and
- upon request of Buyer: preferential statement including Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and
- upon request of Buyer: evidence of the country of origin of the iron and steel inputs used for the processing of the products.

Supplier shall be liable for any expenses and/or damage incurred by Buyer due to any breach of the obligations according to this section 20.1.

20.2 Ban on re-exports to Russia („No-Russia-Clause")

The following clause shall apply if and to the extent (i) Siemens Energy supplies any goods or technology to the Supplier in the course of the execution of the contract, (ii) such supplied goods or technology are or refer to goods listed in the Annexes set out in Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended and (iii) and the supply takes place from the EU to a third country except for partner countries ac-cording to Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended:

- The Customer hereby prohibits to the Supplier, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods as well as technology (and related documentation, regardless of the mode of provision) provided by the Customer to the Supplier under the contract.
- The Customer shall be entitled to terminate the contract by writ-ten notice in the event of a breach by the Supplier of the obligation pursuant to this section 20.2. Upon termination, the Supplier shall pay to the Customer all costs and damages incurred by the Customer from such termination. In any case, the Supplier shall pay the Customer liquidated damages in the amount of 20 % of the contract price.
- Notwithstanding the provision hereinabove in this section 20.2, the Supplier shall indemnify and hold harmless the Customer in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Customer arising out of or relating to a breach by the Supplier of the obligations under this section 20.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

21. Reservation Clause

The Customer shall not be obligated to fulfil the contract if such fulfilment is prevented by any impediments arising out of national and international foreign trade or customs requirements or any embargos or other sanctions.

22. Mention as Reference Customer

Only upon the Customer's prior written approval, the Supplier shall mention the Customer as reference customer and/or make reference to products or services which the Supplier has developed for the Customer.

23. Dispute Settlement and Applicable Law

23.1 Any disputes, differences of opinion or claims arising out of or in connection with this contract including its validity, invalidity, ending, breach or dissolution shall be finally settled by way of arbitration in accordance with the International Arbitration Rules of the Swiss Chamber of Commerce (Internationale Schiedsordnung der Schweizerischen Handelskammern) to the exclusion of the ordinary courts. The seat of the court of arbitration shall be Zurich, Switzerland. The language for the arbitration proceedings shall be German or English.

23.2 The contractual relationship shall be subject to the laws of Switzerland without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

24. Severability

Any individual provision of this contract, which is or becomes invalid, illegal or unenforceable under any law of any jurisdiction which affects the performance of the contract or any omission to provide for any subject matter shall not affect the validity of the remaining provisions of this contract. In such cases, any invalid, illegal or unenforceable provision(s) shall be severed from the remainder of the contract, and the parties shall seek effective solutions as closely as possible approximating (in economic effect) to the invalid, illegal or unenforceable provisions.